
Name of Firm

Address

(Postal Unit No.)

Telephone Number

STANDARD FORM OF CONTRACT PROPOSAL

**MATERIALS, SUPPLIES AND EQUIPMENT
CITY OF HARTFORD
DEPARTMENT OF FINANCE
DIVISION OF PURCHASES
550 MAIN STREET, HARTFORD, CONNECTICUT**

NOTE: All signatures must be in ink or indelible pencil. All other information, bids, etc., must be in ink or typewritten.

Bid Title _____
(Copy from Title Page of Bid)

Bid Opening Date _____

The undersigned bidder affirms and declares:

1. That he will accept any awards on this opening if they are made within sixty (60) calendar days.

NOTE – If no award is made in sixty (60) days and the bidder desires to withdraw his bid, he must do so in writing, otherwise his bid remains in effect.

Should the bidder desire to limit the period of acceptance and indicate a shorter period in the space provided below, the bid will be rendered informal. In the event such bid is low, the bidder will be given an opportunity to withdraw the shortened period and to extend the period of acceptance, or if the city can process the award within the shorter period stipulated, the Purchasing Agent may waive the informality and make the award to the low, responsible bidder. Bidders are cautioned that the city would find it difficult to consider any offers where the period of acceptance has been limited to less than sixty (60) days.

Period of Acceptance limited to _____ days.

2. That said bidder is of lawful age and the only one interested in this bid; and that no person, firm or corporation other than hereinbelow named has any interest in this bid, or in the contract proposed to be entered into.
3. That this bid is made without any understanding, agreement, or connection with any person, firm or corporation making a bid for the same supplies, and is in all respects fair, and without collusion or fraud.

4. That no member of the Court of Common Council, head of a department, or other officer or employee of the City of Hartford is, shall be or become interested, directly or indirectly, as contracting party, partner, or otherwise, in the supplies or work for which this bid is submitted or in the performance of the contract to which it relates, or in any portion of the profits thereof.
5. That said bidder is not in arrears to the City of Hartford upon debt or contract, is not delinquent in the payment of personal and/or property taxes, and is not a defaulter, as surety or otherwise, upon any obligation to the City of Hartford.
6. That said bidder is not in violation of the National Labor Relations Act.
7. That said bidder is not in violation of the Labor Relations Act for the State of Connecticut – Title 31, Chapter 561.
8. That should any part of this bid be accepted by the City and written purchase order is mailed to the bidder, the said bidder will accept such order within ten (10) days after such order is mailed, and in case of any failure so to do, his bid surety or so much thereof as shall be applicable to the amount of the award made to him shall be retained by the City, and he shall be liable for and agrees to pay upon demand the difference between the price bid and the price for which such contract shall be subsequently relet, including the cost of such reletting and less the amount of such bid surety. No plea of mistake in such accepted bid shall be available to the bidder for recovery of his bid surety or as a defense to any action based upon such accepted bid.
9. That said bidder has carefully examined the contract and specifications for the supplies, and will contract, in the form approved by the Corporation Counsel, to furnish and deliver the supplies for which this bid is made, in accordance with the specifications, in the quantities and at the prices bid, as set forth in the schedules hereto annexed, which schedules, together with the points of delivery. Specifications, and instructions to bidders, are hereby made part of this bid.
10. That mailing by the Division of Purchases to the undersigned bidder at the address herein specified of the PURCHASE ORDER for any of the items for which this bid is submitted shall constitute a contract in the form hereto annexed between the CITY OF HARTFORD and the undersigned to furnish and deliver to the City the items set forth in said PURCHASE ORDER at the unit prices or lump sum price specified in the Bid Schedule of quantities and prices hereto annexed subject to the terms set forth in the annexed form of contract as if said form of contract had been signed by the Purchasing Agent and the undersigned and with which the undersigned bidder agrees to comply.

(SEE PARAGRAPH 22 "STANDARD INSTRUCTIONS TO BIDDERS" Attached Hereto)

11. The submission of a contract proposal for the construction, remodeling, or repair of any public building, or public works, or improvement, or where extensive labor is used to fulfill that portion of a contract referred to as "Furnish and Install" shall be considered as an agreement that the bidder submitting such proposal will adhere to the conditions of the paragraph quoted immediately below and his notarized signature to the proposal will constitute a statement, under oath, that he proposes, if successful in his bid, to conform to such quoted paragraphs, and further, that he agrees, before any final payment shall be due under any said contract on which he is the successful bidder, to certify in writing that he has conformed to the requirements of said paragraph.

"The wages paid to any mechanic, laborer or workman employed upon the work herein contracted to be done shall be at a rate equal to the rate of wage customary or prevailing for the same work in the same trade or occupation in the City of Hartford." Section 2-550 , Municipal Code, City of Hartford, Conn.

- | | | | |
|-------------------------------|-----------|---------|-------|
| Full business name of bidder* | | Address | |
| By: | Signature | | Title |

Bid must be signed by an officer or duly authorized representative.

3

PROPER AFFIDAVIT MUST BE EXECUTED

Affidavit where bidder is an individual:

STATE OF.....COUNTY OF.....SS.:

.....being duly sworn, says:

I am the person described in and who executed the foregoing bid and the several matters therein stated are in all respects true.

.....
(Signature of the person who signed the bid)

Subscribed and sworn to before me this

.....day of.....20....

Notary Public.....

Tax ID Number

State of.....

My Commission expires.....

**Affidavit where bidder is a partnership or
Doing business under a trade name:**

STATE OF.....COUNTY OF.....SS.:

.....being duly sworn, says:

I am a member of.....
the firm described in and who executed the foregoing bid. I subscribe the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

.....
(Signature of the person who signed the bid)

Subscribed and sworn to before me this

.....day of.....20....

Notary Public.....

Tax ID Number

State of.....

My Commission expires.....

Affidavit where bidder is a corporation:

STATE OF.....COUNTY OF.....SS.:

.....being duly sworn, says:

I am the personof
(Official title)

.....Company.....
the corporation whose name is subscribed to and which executed the foregoing bid.

I reside at.....

I have knowledge of the several matters herein stated and they are in all respects true.

.....
(Signature of the person who signed the bid)

Subscribed and sworn to before me this.....day of.....20....

Notary Public.....

Tax ID Number

State of.....

My Commission expires.....

CITY OF HARTFORD

CONTRACT

**FOR FURNISHING AND DELIVERING THE SUPPLIES SPECIFIED
IN THE ANNEXED SCHEDULES**

WITNESSETH: In consideration of the mutual stipulations and covenants herein contained, the parties do agree with each other as follows:

1. The following words and expressions used in this contract, the instructions to bidders, the proposals, the bid, specifications and schedules shall be construed to mean as follows:

- (a) The word "City" to mean the City of Hartford;
- (b) The word "Agency" to mean the particular department, board, bureau or office to which the supplies are to be delivered as set forth in the schedules hereto annexed;
- (c) The words "Director of Finance" to mean the Director of Finance of the City of Hartford;
- (d) The words "Purchasing Agent" to mean the Purchasing Agent of the City of Hartford;
- (e) The word "Inspector" or the word "Engineer" or any other title having the power of Inspection, when mentioned herein or in the specifications, to mean the Purchasing Agent acting directly or through his duly authorized representative, or the employee of the agency authorized to accept delivery;
- (f) The word "Supplies" to mean the particular supplies, articles, commodities, equipment, materials, merchandise or wares for which this contract is entered into;
- (g) The words "Contract Period" to mean that time within which the contract is operative, or within which time orders may be placed and delivery requested as distinguished from;
- (h) The words "Time of Delivery" which means the specific time indicated on an order or written notice, within which delivery or performance is to be made;
- (i) The word "Treasurer" to mean the Treasurer of the City of Hartford.

2. The proposal for bids, the advertisement therefor, the specifications, approved plans, the instructions to bidders, the schedules, the bid, and the Purchase Order(s) issued as a result of such bid are and shall be a part of this instrument.

**Subject
Matter**

3. The Contractor shall furnish and deliver to the Agency, in accordance with this contract, the specifications, approved plans and schedules, the supplies mentioned and described therein, and Accept as full compensation therefor the sums or prices set opposite the respective items in the said schedule, which sums or prices are the amounts at which the contract was awarded to the Contractor at the letting hereof.

**Patented
Articles**

4. Whenever supplies are indicated in the specifications or schedules by a catalog description, or by the trade mark or trade name or by the name of any particular patentee, manufacturer or Dealer, such description shall mean the supplies indicated or any other equal thereto, as shall be determined by the City, in all essential respects.

The Contractor shall be liable for all claims made against the City or any officer thereof for infringement of patent rights or other rights arising from the purchase or use of the supplies delivered under the contract, and shall save harmless and indemnify the City, and any officer thereof, against all costs, expenses and damages which it or he may incur by reason of such infringement and the City shall deduct and retain out of any moneys which may be due, to the Contractor under the contract, a sum sufficient to meet all claims arising from such infringement.

**Contract
Modified**

5. This contract and the specifications herein contained, and the approved plans, may be modified and changed from time to time as may previously be agreed to in writing between the parties hereto, in a manner not materially affecting the substance hereof, in order to carry out and complete more fully and perfectly the work herein agreed to be done and performed.

The specifications and approved plans are intended mutually to explain each other, and anything which is shown on the approved plans and not mentioned or referred to in the specifications, or which is referred to in the specifications and not shown on the approved plans, shall be considered as being both so shown and mentioned or referred to, and shall be done and performed accordingly, excepting work which is mentioned in the specifications as being excluded from this contract.

**Errors to be
Corrected**

The Purchasing Agent shall have the right to correct any errors or omissions in the specifications and approved plans for the proper completion of the supplies, such corrections to date from the time that the Purchasing Agent gives due notice thereof. Such corrections shall not increase the unit price of the supplies to the City.

**Period of
Contract**

6. The Contractor shall deliver the supplies called for in the schedule within the period of the contract and within the delivery time specified on the order or written request which delivery time shall be in accordance with the terms of the schedule or specifications or instructions to bidders.

**Extension
of Time
for Delivery**

If the Contractor is delayed in delivering any supplies by any act or omission of the Agency, Purchasing Agent or Inspector, the Contractor shall be allowed the number of days or parts thereof he was so delayed, all of which shall be determined and certified in writing by the Purchasing Agent, whose certificate shall be binding and conclusive upon the Contractor. No claim for damages or delay shall be made by or allowed to the Contractor for such delays.

Delays

When delivery is delayed due to causes beyond the control of the Contractor, including but not restricted to acts of God or of the public enemy, acts of the government, war, acts of war, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, delays by a common carrier or unusually severe weather, the Contractor shall be allowed the number of days or parts thereof he was so delayed provided that he promptly notifies the Purchasing Agent in writing of the causes of the delay. The Purchasing Agent shall ascertain and determine the facts and extent of delay, which determination shall be binding and conclusive upon the Contractor. Should such delays inconvenience the City by creating an emergency and thus necessitating the purchase elsewhere of the supplies involved, the Purchasing Agent shall have the right to effect such purchases in the open market without the liability to the Contractor and to the extent such purchases are made the Contractor will be relieved of necessity of furnishing such quantities.

The Purchasing Agent may refuse an extension of time to the Contractor unless the Contractor makes application therefor to him in writing to be filed with the Purchasing Agent prior to the delivery due date. Whenever the Purchasing Agent, in exercising his discretion, shall extend the delivery time and such extension shall fall beyond the contract period, such contract period shall be deemed to have been automatically extended, for the purpose of completing delivery of such items on which request for delivery was made before original expiration date.

The delivery and acceptance of any supplies, after the time fixed to deliver the same, shall not be deemed a waiver of the right of the Purchasing Agent to terminate this contract or to require the delivery of any undelivered supplies in accordance with this contract.

| | |
|--|---|
| Increase or Reduction of Quantities | 7. The unit prices shall not vary notwithstanding any increase or reduction in the quantities to be delivered hereunder, and no claims for damages shall be made by or allowed to the Contractor by reason of such increase or reduction, except that when trade discount bid is based on quantities or totals, prices will vary in accordance with the trade discounts bid herein, on which basis the contract was awarded |
| No Extra Compensation | 8. The Contractor shall not ask, demand, sue for or recover for any supplies delivered to and accepted by the City under this contract, any sum beyond the amount payable at the prices fixed in the schedules either as extra compensation or otherwise. |
| Inspection | 9. The Agency shall receive, and shall inventory and inspect the supplies delivered; the Agency shall determine whether the quality of said supplies is in accordance with the said specifications, schedules and approved plans. The Agency is authorized, empowered and required to reject supplies in contravention of this contract, and of the said specifications, schedules and approved plans, and the Contractor, at his own cost and expense shall remove such rejected supplies as stipulated in the "Standard Instructions to Bidders." |
| Special Covenant Relating to Inspection | 10. It is hereby covenanted and agreed that the right of inspection, herein provided, is intended solely for the benefit of the City. The Contractor hereby covenants and warrants that the supplies delivered hereunder shall be free from patent and latent defects, which the City and the Purchasing Agent are not in any manner bound by inspection or otherwise to discover. The intent and meaning of this section is hereby to place upon the Contractor the sole and exclusive responsibility for delivering the supplies in accordance with the specifications, schedules and approved plans. |
| Purchasing Agent to Decide | 11. To prevent all disputes and litigation the Purchasing Agent shall determine, in all cases, the quantities and qualities of the supplies to be delivered, under this contract; he shall determine all questions in relation to the said supplies, including the work and construction, decide every question which may arise relative to the execution of the contract by the Contractor, except as provided in paragraph 9 hereof, and his decision shall be final and conclusive upon the Contractor and a condition precedent to the right of the Contractor to receive any money under the contract. |
| Payments | 12. Payments shall be made as described in the "Standard Instructions to Bidders" and as indicated in the schedules. The Director of Finance shall at all times reserve and retain out of said payments or any of them, all such sum or sums due to the City to which by the terms hereof or of any law of the State of Connecticut or of any local law of the City passed prior to the date hereof, the Director of Finance may be authorized to reserve or retain. |
| No Estoppel | 13. Neither the City, the Director of Finance, the Treasurer, nor the Purchasing Agent shall be precluded or estopped from showing at any time either before or after the complete performance of the contract and the last payment hereunder, the actual quantity and nature of the supplies delivered by the Contractor, or any other person under the contract; or from showing at any time that any certificate upon which payment is made for any or all of the said supplies is untrue, and that the supplies or any part thereof delivered by the Contractor do not conform to the specifications. The City shall, in such case, have the right to demand and recover from the Contractor such damages as it may suffer by reason of his failure, to comply with the contract notwithstanding any certificate signed by the Purchasing Agent or any other official of the City, or of payments made for any or all of the supplies delivered and accepted. |
| Protection Against Accidents | 14. On contracts, in the performance of which accidents or injuries may happen to the person or property of another, the Contractor shall place and maintain proper guards for the prevention of accidents; he shall provide and maintain suitable and sufficient light, when necessary, at or about the site of the work. |

The Contractor will indemnify the City for any damages or costs to which it may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of a contract or in failure to comply with any provisions of the contract. Certification

acceptable by Purchasing Agent must, when required, be filed with the Purchasing Agent before performance of contract is started.

**Cancellation
of the
Contract
Buy Against**

If the Contractor (a) fails to deliver the supplies or any part thereof at the time and place, under the terms and in the manner specified in the contract, specifications and schedules as shown on the approved plans, (b) sublets or assigns the contract otherwise than as herein specified (c) willfully violates or executes in bad faith any of the conditions or covenants of the contract or specifications or of the approved plans, the Purchasing Agent shall have the power to terminate this contract as to all or any part of the undelivered supplies by written notice thereof to be served on the Contractor, and thereupon the Contractor shall stop deliveries of all or any part of the said supplies. The Purchasing Agent shall thereupon have the power to purchase such undelivered supplies, or any part thereof, and shall charge to the Contractor the expense thereby incurred, together with the liquidated damages from the time the Contractor shall have delivered such supplies to the time when such supplies are obtained by the Purchasing Agent. In case such expense and the liquidated damages should exceed the sum which would have been payable under the contract, had it been completed by the Contractor, then he shall pay to the City the amount of such excess. In case such expense and liquidated damages shall be less than the sum which would have been payable for such supplies under this contract, had such supplies been furnished by the Contractor, then he shall forfeit all claims to the difference.

When the Purchasing Agent, in the exercise of his right under this section, shall obtain part, but not all of the undelivered supplies aforesaid, the Contractor shall, when ordered in writing to do so by the Purchasing Agent, continue to deliver such other portions of the undelivered supplies in such a manner as to conform with the terms of the contract.

16. All notices, letters, orders or other communications, addressed to the Contractor and delivered at his residence or place of business, as given in his bid, or deposited in a postpaid wrapper in any post office regularly maintained by the Post Office Department, shall be deemed sufficient service thereof, upon the Contractor. The place so designated may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Purchasing Agent. Nothing herein contained shall preclude or render inoperative the personal service of any notice, letter, order or communication upon the Contractor.

**Non-
Assignability**

17. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contractor his right, title or interest in or to the same or any part hereof, without the previous consent in writing of the Purchasing Agent endorsed upon or attached to copies of this contract filed in the offices of the Purchasing Agent of the City; and he shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the contract unless by and with the like consent signified in like manner.

If the Contractor shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of the contract or of his right, title or interest herein, or any of the monies to become due hereunder to any other person, firm or corporation, contract may be revoked and annulled at the option of the Purchasing Agent and the City shall thereupon be relieved and discharged from any and all liabilities and obligations to the Contractor growing out of this contract, and to his assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the statutes of the State of Connecticut. No right under the contract, or to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the contract, or any part hereof, or of any monies due or to become due hereunder, unless authorized as aforesaid by the written consent of the Purchasing Agent.

18. If this contract be of such a character that the employees engaged thereon are required to be insured by the Provisions of Statutes of The State of Connecticut, known as the "Workmen's Compensation Act." And acts amendatory thereto, the same shall be void and of no effect unless the person or corporation making or performing the same shall secure compensation for the benefit

of, and keep insured during the life of this contract, such employees in compliance with the provisions of said law.

**Action
Against
the City**

19. No action shall lie or be maintained against the City by the Contractor of any one claiming under the Contractor upon any claim arising out of or based upon this contract or by reason of any act of omission or requirement of the City or its agents, unless such action shall be commenced within six months after the expiration of the contract period stipulated herein; but in the event that this contract is terminated by the Purchasing Agent, pursuant to Paragraph 15 of this contract, such action shall be commenced within six months after the date of such termination by the Purchasing Agent. An action to recover any monies required to be retained on this contract for a specified period shall be commenced within six months after such monies become due and payable under the terms of this contract.

**Legal
Services**

20. If the Contractor is (a) a foreign corporation which has not designated the Secretary of Connecticut as its agent to receive process for it within the State of Connecticut, or (b) an individual who is a non-resident of the State of Connecticut, or if a resident thereof removes therefrom or (c) partnership where one or more of its members are non-residents of the State of Connecticut, the Contractor agrees that a summons in any action arising out of this contract may issue from any court of the State of Connecticut having jurisdiction of the subject matter and that the summons and complaint against the Contractor served as herein provided, shall be deemed personal service upon the Contractor within the State of Connecticut if a copy of each thereof is sent by registered mail addressed to the awarded. The mailing receipt issued were mailed as herein provided and the summons and complaint shall be filed with the clerk of the Court in which the action is pending within 30 days after the date of mailing of a copy of the summons and complaint. Service of the summons and complaint shall be complete ten days after such papers are filed.

Service of the summons and complaint may also be made by delivering a copy of each thereof to the Contractor personally, without the State of Connecticut, by a resident or citizen of the State of Connecticut, or a sheriff, under-sheriff, deputy sheriff, or constable of the county or other political subdivision in which the personal service is made, or an officer authorized by the laws of the State of Connecticut to take acknowledgment of deeds to be recorded in the State of Connecticut or an attorney, and/or counsel-at-law, solicitor, advocate or barrister, duly qualified to practice in the state or county where such service is made or by a United States Marshal or deputy United States Marshal. Proof of personal service without the state shall be filed with the clerk of the Court in which the action is pending within 30 days after such service. Personal service without the state shall be complete ten days after proof thereof is filed. The Court in which the action is pending may order such extensions as may be necessary to afford the Contractor reasonable opportunity to defend the action. Service of a summons and complaint issued from any court within the State of Connecticut in the manner herein provided shall be deemed personal service upon the Contractor within the State of Connecticut. The word "Contractor" as mentioned in this paragraph shall be deemed to mean also the Contractor's legal representatives, successors or assigns.

**Fair
Employment
Practices**

21. The Contractor hereby agrees that neither he nor his subcontractors will discriminate against any employee, or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, sex, religion, national origin, physical handicap, mental disability or sexual preference.

**Acceptance
of Final
Payment**

22. The acceptance, by the Contractor or by any person claiming under the Contractor, of the final payment as approved by the Director of Finance shall operate as and be a release to the City from all claims of and liability to the Contractor and to the Contractor's representatives and assigns for anything done, furnished for or relating to the contract or for any act or omission of the City or of any person relating to or affecting the contract except such sums as may be retained by the City under the maintenance or guarantee provisions of this contract.

BID TOTAL

The total amount of this bid is.....
.....Dollars \$.....

BIDDER MUST ANSWER "YES" OR "NO" to the following question:

Is there an additional trade discount shown in the schedule other than that called for that would further reduce the above total? If answer yes, explain fully.

Yes.....

No.....

BID SURETY
(If Required)

The Bid surety is 10% of the above total amount of the bid (calculated to the next larger dollar) unless a fixed amount has been established in the proposal which should be

shown instead.....\$.....

NOTE: The bid surety may be in the form of a Bid Bond or certified check; if a Bid Bond, it shall be submitted on a form provided by and executed by an insurance company licensed by The Insurance Commission of the State of Conn., to issue such bonds in the State of Conn., if a certified check, it shall be drawn to the order of the Treasurer of the City of Hartford. Bid Surety shall be returned to unsuccessful bidders as soon as the contract is awarded.

STANDARD INSTRUCTIONS TO BIDDERS

SUPPLIES, MATERIALS AND EQUIPMENT CONTRACTS

THESE INSTRUCTIONS ARE STANDARD FOR ALL PROPOSALS ISSUED BY THE DIVISION OF PURCHASES FOR THE PURCHASE OF ALL SUPPLIES, MATERIALS AND EQUIPMENT; THE DIVISION OF PURCHASES MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR PROPOSAL BY INDICATING SUCH CHANGE IN THE "SPECIAL INSTRUCTIONS TO BIDDERS" OR IN THE SCHEDULE.

INTERPRETATIONS

Failure on the part of the bidder to examine all pertinent documents and samples shall not entitle him to any relief from the conditions imposed in the proposal, the specifications and the contract.

1. **AMBIGUITIES.** – When a bidder desires an interpretation or clarification of any ambiguity in the proposal, he must write to the Purchasing Agent prior to the bid opening; the Purchasing Agent's interpretation shall be final and will be made known to all prospective bidders.

2. **PRIORITY OF DOCUMENTS IN THE PROPOSAL.** – Should there be conflicting provisions in the (1) Bid Schedule, (2) Special Instructions, (3) Specifications, (4) Drawings, or (5) Standard Instructions, the governing provisions will be in the order of precedence listed in this paragraph.

When an item is described by both a sample and a specification or a catalogue number and a specification and there is variation the specification will prevail.

Drawings, even though approved subsequent to the award, shall not be deemed a waiver or modification of the specification unless the contract has been modified as provided in paragraph 5 of the contract form.

3. **EXAMINATION OF DOCUMENTS.** – Bidders are cautioned to examine the specifications, drawings and contract form, all of which may be seen at the Division of Purchases, Municipal Building, 550 Main Street, Hartford. When the schedule indicates that an item to be purchased is to be as specified or equal, the bidder may offer an article which he certifies to be equal in quality, performance, and in other essential characteristics to the bid standard. If bidder fails to name a substitute, he will be required to furnish the item as specified.

PROPOSAL FORM

4. **FORM OF BID.** – All bids shall be submitted on the proposal forms furnished by the City. Such forms, and envelopes in which to submit bids, may be obtained at the place designated in the advertisement.

5. **SUBMISSION OF BIDS.** – A bid will not be accepted if it, or the Bid Surety, is received in the Division of Purchases after the advertised time for the opening. This applies to bids sent by mail as well as those delivered.

6. **PRICES, EXTENSIONS AND DISCOUNTS.** – (a) The bidder shall insert the price per stated unit and the extensions against each item which he proposes to furnish and deliver. In the event of a discrepancy between the unit price and extension, the unit price will govern. If discount bids are requested, and if there is an error in the extension of the total, the discount offered will govern. If the price bid per unit is based on any unit other than that stated, the bidder shall state the unit on which the unit price is based.

(b) Cash discount will be considered in determining the award. Discounts not specially indicated as cash discounts will be construed as special or trade discounts and will be considered in determining the award.

7. **SALES AND EXCISE TAXES.** – Unless the proposal indicates otherwise, the City is exempt from the payment of any sales, excise or federal transportation taxes. The price bid, whether a net unit price or a trade discount from catalogue list prices, must be exclusive of taxes and will be so construed.

A contractor desiring refunds of, or exemptions from, taxes paid on merchandise accepted by the City must submit the forms as required by statute and regulations, and the Purchasing Agent, if satisfied as to the facts, will approve the necessary certificates.

8. **DELIVERY CHARGES.** – All prices bid must be on the basis of F. O. B. delivery point, unloaded inside and assembled unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may be considered informal.

9. **CONTAINERS AND REELS.** – All containers and reels shall become the property of the City unless otherwise specified in the proposal. When containers or reels are returnable, they will be returned at the contractor's expense; otherwise, they will be paid for by the City at the rate agreed upon in the award.

10. **VARIABLE QUANTITIES AND DELIVERY POINTS.** – The quantities and delivery points set forth in the schedule will be subject to that one of the following variations which will be indicated in the "Special Instructions to Bidders."

(a) The Purchasing Agent during the contract period may increase or decrease the quantity of any item or class by not more than five percent (5%), the delivery points being limited to those originally indicated in the proposal.

(b) The Purchasing Agent during the contract period may increase by not more than twenty-five percent (25%) or decrease by not more than ten percent (10%) the quantity of any item or class in the contract subject to the needs of the agencies for which the supplies are intended, the delivery points being limited to those named in the contract.

(c) The Purchasing Agent will order, during the contract period, all quantities that may be needed by any or all agencies for which he is functionally responsible, regardless of the estimated quantities in the schedule, to be delivered to any or all points.

(d) The Purchasing Agent reserves the right, during the contract period, to order such quantities for such delivery points and under such conditions as may be indicated in the "Special Instructions to Bidders" or in the schedule.

QUALIFICATIONS OF BIDDERS

11. **EXAMINATION BEFORE AWARD.** – The City reserves the right, before making an award to conduct examinations to determine whether or not the articles or equipment proposed to be furnished meet the requirements set forth in the proposal and specifications. If such examination shows that the conditions of the proposal are not complied with or that any articles or equipment proposed to be furnished do not meet the requirements called for, the Purchasing Agent shall reject such bid of any part thereof and shall award the contract to the lowest responsible bidder meeting the conditions of the proposal. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that is obligatory upon the City to make examinations before awarding a contract; and it is further understood that the making of, or waiver of such examination in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

12. **EVIDENCE OF ABILITY.** – (a) Before or after making an award, the City reserves the right to inspect the premises where goods are manufactured, prepared or stored. When the source of production is outside the City of Hartford the Purchasing Agent may demand the submission of satisfactory evidence that the articles proposed for delivery are in every respect what they are represented to be.

(b) The bidder shall, upon request, submit evidence that will prove to the Purchasing Agent that he is qualified to furnish the supplies on which he bids and to deliver them in the manner and time specified. He shall also furnish evidence that he has secured the necessary licenses, permits or certificates, required by any legislative

or regulatory body having jurisdiction, to carry on the business of furnishing the supplies on which the bid was submitted.

© If the evidence as required in paragraphs (a) and (b) is not furnished, or if, upon the examination of such evidence or after inspection of the plant or premises, it is found that the bidder does not comply with the requirements set forth in the proposal, the Purchasing Agent shall have the right to reject the bid. The rejection of the bid shall apply only to that portion of the bid covered by the non-compliance. Should the non-compliance be discovered after the award is made, the Purchasing Agent shall have the right to cancel the contract, in accordance with Paragraph 15 of the contract form.

(d) The bidder when requested shall furnish a list of all patents owned or controlled by him, or in which he has an interest, or under which he has a license, covering the articles which he proposes to furnish in accordance with his bid.

SPECIFICATIONS AND SAMPLES

13. "OR EQUAL" BIDDING. – When Standard or Tentative Standard Specifications are referred to, said specifications must be complied with in all respects. When the name of a manufacturer, a brand name, manufacturer's catalogue number or "as per sample" is used as the bid standard in describing an item followed by "or equal", this description is used to indicate quality, performance and other essential characteristics of the article required. If bidding on make, model, brand or sample specified, the words "or equal" must be stricken out by bidder. If bidding on other than the make, model, brand or sample specified but equal thereto, the bidder must insert on dotted line provided therefor or attach a letter to his bid, giving the manufacturer's name, catalogue number and any other information necessary to prove that his intended substitution of a commodity is equal in all essential respects to the bid standard. If bidder fails to name a substitute, it will be assumed that he is bidding on, and will be required to furnish the identical article of the bid standard. Bidder must prove to the satisfaction of the Purchasing Agent that his designated substitute is equal to the bid standard; otherwise, his bid will be declared "no Bid" insofar as the item in question is concerned.

Unless otherwise stated in the schedule or specifically ordered from an accepted price list, deliveries must consist only of new or unused merchandise.

14. SUBMISSION OF SAMPLES. – When samples are requested they shall be delivered by the bidder, properly identified, at the time of the bid opening, unless the proposal indicates a different time. If samples are requested subsequent to bid opening, they shall be delivered within two (2) days of the request, unless otherwise specified. Failure to conform will be considered by the City as prima facie evidence that material offered is substandard to specifications.

Samples, as well as plans and drawings shall be submitted to Division of Purchases, Municipal Building, 550 Main Street, Hartford, unless some other place is indicated. Samples shall be furnished free of charge. Samples will be removed by the bidder at this expense. The City will not be responsible for any samples which are destroyed or mutilated in examination. If samples are not removed within thirty (30) days after written notice to the vendor, they shall be considered as abandoned and the City shall have the right to dispose of them as its own property. The Purchasing Agent may at his discretion, hold the sample, or samples, of the successful bidder, or bidders, for comparison with articles delivered on the Purchase Order, or orders issued subsequent to the award.

AWARDS

15. The following criteria may be used in evaluating bids for the purpose of determining the lowest responsible bidder, (a) Price (b) Compliance with specifications (c) Financial ability to perform the contract (d) Integrity, trustworthiness, honesty (e) Skill, judgment and experience (f) Promptness – whether contract can be performed within the required time, or without delay (g) Performance of previous satisfactory work (h) Availability of the necessary facilities and equipment to perform the contract and (i) Special factors such as compliance with laws and ordinances relating to the contract, suitability of products or services to the particular use required.

16. ITEM AND CLASS AWARDS. – Awards will be made by item or total as may be in the best interest of the City. If a bidder desires to bid on an "all or nothing" basis, he shall so indicate on the bid schedule. When an "all or nothing" bid is submitted, the bidder must bid on every item on the bid schedule.

17. UNBALANCED BIDS. – When a class bid is indicated for variable quantities and the bid for the class shows evidence of unbalanced bid prices, such bid may be rejected.

18. WITHDRAWAL OF ANY ITEM OR CLASS. – The Purchasing Agent reserves the right to reject all bids on any item when award is to be made by item, or on any class when award is to be made by class, or to readvertise for new bids for any class or item, when he deems it to be for the best interest of the City to do so.

19. “FOREIGN” SUPPLIES. – If a bidder proposed to furnish any item which is not produced, fabricated or processed in the United States or its territorial possessions, he must write the word “foreign” and the country of origin of such item in the schedule. Unless the designated standard is of foreign origin, failure on the part of the bidder to designate an item as foreign will be construed to indicate that the item offered is domestic.

20. TIE BIDS. – Tie Bids will be decided as provided by Sec. 2-548 of the Hartford City Code.

21. WAIVING INFORMALITIES. – The Purchasing Agent reserves the right to waive any informality in a bid when such waiver is in the interest of the City.

DELIVERY

22. NOTICE TO CONTRACTOR TO DELIVER. – No delivery shall become due or be acceptable without a written order issued by the Division of Purchases unless otherwise provided in the proposal. Such order will contain the quantity, time of delivery and other important date. If an urgent delivery is required within a shorter period than the delivery time specified in the contract and if the contractor is unable to deliver, the Purchasing Agent reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the contractor.

23. DELIVERY TIME. – Unless otherwise stipulated in the proposal, delivery shall be made between 9 .am. and 4 p.m., Monday to Friday inclusive. However, on commodities required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, the convenience of the agency shall govern. If, in calculating the number of days from the order date, the delivery date falls on a Saturday, Sunday, or holiday, delivery shall be made not later than the next succeeding business day.

24. INSPECTION AND CONTRACTOR'S ADVICE OF DELIVERY. – (a) Inspection shall be made at the point or points of delivery. The City reserves the right to make additional inspection at the plant of the manufacturer, packer or contractor. Such inspection shall be made at the City" expense unless otherwise provided in the proposal.

(b) The contractor must notify the head of the agency at least twenty-four (24) hours in advance of delivery, or, where plant inspection has been stipulated in the proposal, at least forty-eight (48) hours in advance of beginning of manufacture. If a notice is sent by mail, it must reach the head of the agency within the time indicated above.

© All packages, parcels, containers, etc., shall be clearly marked with the number of the Purchase Order which authorized the delivery.

NON-DELIVERY – REJECTIONS

25. REJECTED MERCHANDISE. – The Agency may with the approval of the Purchasing Agent withhold acceptance of or reject any merchandise which is found, upon examination, not to meet the specification requirements. When rejected, it shall be removed by the contractor within ten (10) days after notification of rejection from the Purchasing Agent. With the exception of foodstuffs and drugs, no replacement of such rejection will be permitted without the specific written authorization of the Purchasing Agent. In case of rejection with no replacement permitted by the Purchasing Agent, the Purchasing Agent shall have the right to purchase elsewhere, merchandise complying with the specifications.

On foodstuffs and drugs, no written notice of rejection need be given. Upon written notice of the Purchasing Agent to do so the contractor shall immediately remove and replace rejected merchandise.

Rejected goods left longer than thirty (30) days after written notice to the vendor will be regarded as abandoned, and the City shall have the right to dispose of them as its own property.

26. HEALTH REGULATIONS – RE DELIVERIES. – Any food or drug or other commodity which is found by the Purchasing Agent to be wholesome or otherwise unfit for human consumption or use, shall not be removed by the contractor until it is examined by the Department of Health. If condemned, such commodity shall be disposed of in accordance with rules and regulations of the Department of Health and applicable Statutes.

Should the contractor fail to make disposal within twenty-four (24) hours after orders from the Health Department, the City may make such disposal and charge the contractor with the cost involved.

27. LABELS. – (a) All supplies which are customarily labeled or identified must have securely affixed thereto the original unmutilated label or marking of the manufacturer. Failure to comply with this requirement may be considered sufficient cause for rejection.

(b) When a label or marking is required by any regulatory agency, it must be affixed to all supplies delivered under the contract.

28. LIQUIDATED DAMAGES – DELAYED OR DEFAULTED DELIVERIES. – It is not the intention of the City to charge liquidated damages unless they are specifically provided for in the proposal.

If liquidated damages are to be charged and, unless a different percentage or fixed sum is stipulated in the proposal, the City will assess against the contractor, as liquidated damages and not by way of penalty, a sum calculated as follows: - One-half of one percent of the value of the undelivered supplies, per day or fraction thereof, from the time the delivery was due to the actual date of delivery.

Deliveries made on the next business date after the due date will not be subject to the liquidated damages clause unless provision for such assessment is included in the proposal.

Where the "Buy Against" provision of paragraph 29 is invoked, the liquidated damages will be assessed as provided therein and will be calculated from the original delivery due date delivery is due from the new vendor.

29. BUYING AGAINST CONTRACT. - If the contractor fails to make proper delivery within the time specified or if the delivery is rejected by the Purchasing Agent or Agency, the Purchasing Agent may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price, the difference, plus the reletting cost and the liquidated damages, if any, will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference, but the reletting cost and the liquidated damages will become charges against the contractor.

The reletting cost is hereby determined to be two dollars (\$2) for each order, unless a contract readvertisement is necessary, in which case it is determined to be ten dollars (\$10).

Should the new purchase order price exceed the contract price by twenty percent (20%), the City shall charge the contractor part or all of the reletting cost and liquidated damages to a total not exceeding twenty percent (20%) of the contract price of the items rejected or not delivered.

30. COLLECTION OF CHARGES - All charges becoming due under the provisions of paragraph 28 "Liquidated Damages – Delayed or Defaulted Deliveries" and paragraph 29 "Buying Against Contract" shall be deducted from current obligations that are due or may become due to the contractor. In the event that collection is not made as provided above, the contractor shall pay to the City on demand the amount of such charges.

PAYMENTS

31. WEIGHTS AND MEASURES – All weights and measures called for shall be net and shall be determined at the point of delivery, unless the schedule indicates otherwise.

32. PAYMENT – Payment will be made for the net number of units accepted at the price bid per unit. Proper invoices when submitted will be payable within thirty (30) days after their receipt or after proper delivery of the supplies, whichever date is later. When periodic deliveries are made and supplied during the month, such invoices will be payable within thirty (30) days after either the end of the month or after the receipt of invoices, whichever date is later.

Whenever tests or analyses required on a contract for supplies, materials or equipment are not completed when invoices have been duly rendered, or when the installation has been delayed through no fault of the contractor, the contractor may be paid a partial sum for the supplies, material or equipment delivered, as shall be determined by the contracting agency, subject to consent and audit of the Director of Finance.

If public necessity requires the use of any commodity which is subsequently found not to comply with the specification requirements, and if no definite deductions are prescribed, the Director of Finance will make such deductions as he shall determine to be reasonable, based upon the results of analyses, tests or examinations.